



SCHEDULE 5:

MOBILISATION

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1. **DEFINITIONS**

1.1 For the purpose of this **Schedule 5 (Mobilisation)**, unless the context otherwise requires:

"Assurance Checklist" means the assurance checklist set out in the Mobilisation Strategy at **Annex B (Assurance Checklist)** to the Mobilisation Strategy;

"Authority Package of Support" or "APOS" has the meaning given to it in **paragraph 16.1 (Authority Package of Support)**;

"Change Confirmation" has the meaning given to it in **Schedule 16 (Change Protocol)**;

"Checkpoint Meeting" means the meetings required pursuant to **paragraph 13 (Checkpoint Meetings)** and section 1 of the Mobilisation Strategy;

"Construction Plan" means the programme prepared by the Constructor setting out its fundamental activities in the management and execution of the Construction Contract Works pursuant to and in accordance with the Construction Contract;

"Delay Notification" means a notice issued by the Authority to the Contractor that a Delay to Practical Completion is likely to occur (or that following an earlier such delay notice, a further delay is likely to occur) and providing an estimate of the expected Practical Completion Date and any resulting required revision of the Services Commencement Date;

"Delay to Practical Completion" means a delay to Practical Completion which results in the Practical Completion Date occurring later than the Original Practical Completion Date or any Revised Practical Completion Date (as applicable);

"Existing and Remedial Works" has the meaning given to it in **Schedule 11 (Property and Facilities Management)**;

"FF&E" has the meaning given to it in **Schedule 11 (Property and Facilities Management)**;

"Government Soft Landings" means the Government strategy for ensuring a smooth transition from design and construction phase to the operational phase of a built asset including the completion of a post occupancy assessment to compare the



required or projected performance outcomes with actual performance outcomes of the built asset;

"Initial Custodial Service Delivery Plan" or "ICSDP" means an initial plan detailing how the Contractor intends to prepare to deliver, and (where relevant) begin to deliver, Services during the Mobilisation Period. The ICSDP must be provided as part of the Mobilisation Project Plan, in accordance with **paragraph 8.2.11 (The Mobilisation Project Plan)** and **paragraph 9 (Initial Custodial Service Delivery Plan)**;

"Local Security Strategy" has the meaning given to it in **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**;

"Maximum Available Prisoner Places" has the meaning given to it in **Schedule 14 (Payment Mechanism)**;

"Mobilisation" or "Mobilisation Period" means the period commencing on the Commencement Date and ending on either: (a) the completion of the Preparation for Service Period if an Existing Prison; or (b) the completion of the Ramp-Up Period (if a New Prison) and covers all activity undertaken by the Contractor to prepare to deliver, and then deliver, all Services within the Prison;

"Mobilisation Action Plan" has the meaning given to it in **paragraph 16.1 of Annex B to the Mobilisation Strategy**;

"Mobilisation Project Plan" has the meaning given to it in **paragraph 8 (The Mobilisation Project Plan)**;

"Mobilisation Strategy" means the document entitled 'Prison Operator Competition New Prisons Mobilisation Strategy' as set out in **Appendix 1 (Mobilisation Strategy)** which details the key elements of Mobilisation to be carried out by the Contractor where the Prison is a New Prison;

"MPP Approval Certificate" has the meaning given to it in **paragraph 9.3.1.1 (Approval of the Mobilisation Project Plan)**;

"MPP Notice of Non-Compliance" has the meaning given to it in **paragraph 9.3.1.2 (Approval of the Mobilisation Project Plan)**;



- "MPP Reports"** has the meaning given to it in **paragraph 9.4.1.1 (Approval of the Mobilisation Project Plan)**;
- "Project Interface Document"** means the document entitled 'Project Interface Document set out in **Appendix 2 (Project Interface Document)** which provides further details about how the Prison will be handed over to the Contractor and the obligations of the Constructor with regards to any such handover to the Contractor;
- "Original Practical Completion Date"** means 25 January 2025;
- "Preparation for Service Period"** means, in respect of New Prisons, the period between the Commencement Date and the Services Commencement Date;
- "Ramp-Up Period"** has the meaning given to it in **Schedule 14 (Payment Mechanism)**;
- "Ramp-Up Rate"** means, in respect of any New Prison, the rate at which the Contractor shall provide Available Prisoner Places during the Ramp-Up Period in accordance with **Schedule 14 (Payment Mechanism)**;
- "Ramp-Up Timetable"** has the meaning given to it in **Schedule 14 (Payment Mechanism)**;
- "Revised Practical Completion Date"** means any date for Practical Completion later than the Original Practical Completion Date set as a consequence of an Authority Change resulting from a Delay to Practical Completion under **paragraph 3.4** of this **Schedule 5 (Mobilisation)**; and
- "Stability Threat Assessment Meeting" or "STAM"** means the meeting carried out in accordance with **paragraph 14 (Stability Threat Assessment Meetings)** and **section 4** of the Mobilisation Strategy.



2. **PURPOSE**

2.1 The Authority wishes to ensure that the Services to be delivered by the Contractor pursuant to the Authority's Requirements are mobilised in a timely manner that is safe, secure and decent for Prisoners, staff and delivery partners at all times.

2.2 This **Schedule 5 (Mobilisation)** sets out the various elements of Mobilisation, the phases of its delivery and the terms of support offered by the Authority when accessed by the Contractor to enable effective delivery of the Services.

3. **PREPARATION FOR SERVICE PERIOD**

3.1 Payment for the Preparation for Service Period shall be made in accordance with **Schedule 14 (Payment Mechanism)**.

3.2 The Preparation for Service Period includes the following:

3.2.1 the period from the Commencement Date to the Practical Completion Date; and

3.2.2 the period from the Practical Completion Date to the Services Commencement Date.

3.3 Handover of the Site from the Constructor to the Contractor will take place on the Practical Completion Date.

3.4 For the avoidance of doubt, the Contractor acknowledges that the Practical Completion Date may be subject to amendment under and in accordance with the requirements of the Construction Contract, provided that Delay to Practical Completion shall be dealt with in accordance with the following provisions of this **paragraph 3.4**:

3.4.1 the Authority may from time to time provide to the Contractor information relating to the progress of the Construction Contract Works;

3.4.2 the Authority may, as part of the information provided under **paragraph 3.4.1** or independent of it, issue to the Contractor a Delay Notification;

3.4.3 where the Authority issues to the Contractor a Delay Notification, such Delay Notification shall be accompanied by an Authority Change Notice pursuant to **paragraph 4 of Schedule 16 (Change Protocol)** which may



include any proposed amendment to the Services Commencement Date as a result of the Delay to Practical Completion;

- 3.4.4 the Contractor shall respond to the Authority Change Notice issued under **paragraph 3.4.2** in accordance with the Change procedure in **Schedule 16 (Change Protocol)**, provided that the provisions of **paragraphs 8.1.1 to 8.1.4, 8.1.9 and 8.1.10 (Estimates)** of **Schedule 16 (Change Protocol)** shall not apply and the "Estimate" required to be submitted under **paragraph 8 (Estimates)** of **Schedule 16 (Change Protocol)** shall be in the form of the Base Case;
- 3.4.5 the Contractor's rights in respect of a Delay to Practical Completion shall be as determined pursuant to the procedure for an Authority Change and shall not be treated as a Compensation Event;
- 3.4.6 the Contractor shall take all reasonable and commercial steps to agree contracts with its staff and supply chain which exclude or minimise additional charges and/or costs resulting from a Delay to Practical Completion and/or any amendment to the Services Commencement Date;
- 3.4.7 any adjustment to the Base Case and/or Contract Price shall be in accordance with **paragraph 12 (Adjustments to the Base Case and/or Contract Price Following Changes)** of **Schedule 16 (Change Protocol)** and be determined by reference to the Base Case as an when accepted by the Authority pursuant to **Schedule 16 (Change Protocol)**;
- 3.4.8 no Authority Change shall take effect in relation to a Delay to Practical Completion until a Change Confirmation is concluded in accordance with **paragraph 11 (Implementation of Changes)** of **Schedule 16 (Change Protocol)**; and
- 3.4.9 the Authority may, at its option, request as part of the Authority Change that the Initial Contract Period may be extended to take into account a Delay to Practical Completion and/or any amendment to the Services Commencement Date if it considers that such extension would provide a better economic outcome for the Authority than agreeing to an Authority Change based upon the Expiry Date applicable at the date of the Delay Notification.



- 3.5 Notwithstanding any other provision of this Contract, from the Practical Completion Date until the Services Commencement Date the Contractor will be responsible for:
- 3.5.1 the Required Insurance covering the responsibilities and liabilities of the Contractor during this period in accordance with **Schedule 19 (Required Insurances)** and **Schedule 14 (Payment Mechanism)**;
 - 3.5.2 the payment for utilities in accordance with **Schedule 14 (Payment Mechanism)**;
 - 3.5.3 the provision of facilities management services commensurate with the responsibilities and liabilities on the Contractor during this period and in accordance with **Schedule 11 (Property and Facilities Management)** which includes but is not limited to the following:
 - 3.5.3.1 security of the Prison and the Site;
 - 3.5.3.2 any required maintenance of the Prison and the Site;
 - 3.5.3.3 cleaning of the Prison and the Site; and
 - 3.5.3.4 undertaking the 'fit out' of Contractor-provided FF&E.

The services described in this **paragraph 3.5** shall be performed to an equivalent standard as is required for the performance of the Services under this Contract (save as otherwise specifically provided in this Contract).

4. **RAMP-UP**

- 4.1 This **paragraph 4 (Ramp-Up)** applies to New Prisons only.
- 4.2 The Contractor shall comply with the Ramp-Up Timetable in **Schedule 14 (Payment Mechanism)**.
- 4.3 The Contractor shall notify the Authority if additional accommodation will not or is unlikely to be available to meet the average Ramp-Up Rate over any one (1) Month period.
- 4.4 The Contractor shall add no more or less than twenty (20) Available Prisoner Places above or below the Ramp-Up Rate in any one (1) week without prior approval of the Authority (and in any event shall also obtain the Authority's approval to all proposed deviations from the Ramp-Up Rate, which approval may be provided by the STAM).



- 4.5 The Authority reserves the right to pause or reduce the volume of new Prisoners transferred into the Prison in accordance with **Schedule 14 (Payment Mechanism)**.
- 4.6 Payment for Ramp-Up shall be made in accordance with **Schedule 14 (Payment Mechanism)**.
5. **SERVICES COMMENCEMENT**
- 5.1 On and from the Practical Completion Date the Authority shall, subject to and in accordance with the terms and conditions of this Contract, hand over control of the Prison to the Contractor and the Contractor shall commence provision of the Services in accordance with **paragraph 3.5 (Preparation for Service Period)** of this **Schedule 5 (Mobilisation)**.
- 5.2 On and from the Services Commencement Date the Contractor shall, subject to and in accordance with the terms and conditions of this Contract, commence provision of the Services that have not already commenced pursuant to **paragraph 5.1 (Services Commencement)**.
- 5.3 The Contractor shall measure its performance from the Services Commencement Date in accordance with **Schedule 15 (Performance Mechanism)** (including in respect of any Ramp-Up Period).
- 5.4 Subject to the provisions of **paragraph 13 (Prison Specific Information)** of **Schedule 14 (Payment Mechanism)** and to the Ramp-Up Timetable, the Contractor shall at all times on and from the Services Commencement Date provide to the Authority no less than the Maximum Available Prisoner Places.
- 5.5 Subject to **clause 12 (Compensation Events)**, the Authority may, by giving written notice to the Contractor, postpone the Services Commencement Date until the date specified in such notice provided that such postponement shall not be a Compensation Event if it is required as a result of an act or omission of the Contractor or as a result of a Delay to Practical Completion (which in the latter case shall be dealt with in accordance with **paragraph 3.4 (Preparation for Service Period)**).
- 5.6 The Authority shall procure that any necessary Statutory Certificates in respect of the Prison are current and valid as at the Practical Completion Date.
- 5.7 In the event that, after the Practical Completion Date, the Existing and Remedial Works prevent the Contractor from commencing the relevant Services on the Services Commencement Date, the Authority may postpone the Services Commencement Date by a



reasonable period to remove the obstruction preventing the commencement of the relevant Services.

6. **AVAILABILITY OF PRISONER PLACES**

6.1 A Prisoner Place shall not be capable of constituting an Available Prisoner Place until the Authority has approved all Initial Operating Procedures in accordance with **paragraph 11.3 (Approval of Operating Procedures)**.

6.2 If a Prisoner Place has not satisfied the requirements at **paragraph 6.1 (Availability of Prisoner Places)** prior to the Services Commencement Date, the Prisoner Place in question shall not be deemed to be an Available Prisoner Place and the Contractor shall not be entitled to payment for such Prisoner Place until such time as the provisions of **paragraph 6.1 (Availability of Prisoner Places)** are satisfied.

7. **PRACTICAL COMPLETION**

7.1 The Contractor shall work collaboratively with the Authority and the Constructor to facilitate the efficient and effective handover of the Prison on the Practical Completion Date and enable the Constructor to deliver its obligations to the Authority under the Construction Contract.

7.2 The Authority shall procure the first Checkpoint Meeting includes attendance by a representative of the Constructor, as further detailed in **paragraph 13.6.1 (Attendance at Checkpoint Meetings)**.

7.3 The Contractor shall, working in good faith with the Authority and the Constructor, ensure that the contents of the Mobilisation Strategy and the Project Interface Document are developed and incorporated into a memorandum of understanding as to how these arrangements will operate in practice. The Contractor shall not act or fail to act where the relevant act or failure would:

7.3.1 cause, contribute to or otherwise give rise to any breach by the Authority of any of its obligations pursuant to the Project Interface Document; and/or

7.3.2 prejudice or lead to the diminution or loss of any other rights, entitlements or other benefits of the Authority under the Construction Contract.

7.4 In addition to the Mobilisation Strategy, the Authority shall ensure that the Constructor's Construction Plan is issued to the Contractor to provide details of completion and the proposed hand-over dates of all Buildings and support facilities.



7.5 The Contractor shall, working in good faith with the Constructor and Authority to ensure effective and efficient handover in accordance with Government Soft Landings contribute to a detailed programme of works for each building type including:

7.5.1 the Built Environment and M&E Assets Verification Report process;

7.5.2 commissioning for Contractor FF&E;

7.5.3 familiarisation training; and

7.5.4 system-specific training.

7.6 The Contractor shall be responsible for (including the Contractor ensuring that satisfactory facilities are available and that it provides reasonable assistance) facilitating access by the Constructor to any parts of the Site for any Constructor access for commissioning demobilisation activity or in order to undertake any Existing and Remedial Works.

7.7 Should any issues materialise between the Contractor and Constructor in implementing the Mobilisation Strategy and Project Interface Document which cannot be resolved between the Contractor and the Constructor, the Contractor shall immediately notify the Authority. The Contractor shall act in good faith to resolve the issue with both the Constructor and Authority, complying with any requirements of the Authority to resolve the issue.

8. **THE MOBILISATION PROJECT PLAN**

8.1 Within thirty (30) Days following the Commencement Date, the Contractor shall provide to the Authority the Mobilisation Project Plan.

8.2 The Mobilisation Project Plan shall show all activities and milestones (including all key activities, critical activities and resources and any requirements of the Mobilisation Strategy) covering the whole Mobilisation Period and shall include at least the following Assurance Checklist headings as a minimum (as further described in **Annex B** of **Appendix 1 (Mobilisation Strategy)** of this **Schedule 5 (Mobilisation)**):

8.2.1 leadership, project governance and organisation;

8.2.2 risk governance/scheduled review meetings;

8.2.3 shared vision, respect, values and goals;

8.2.4 communication, partner and stakeholder engagement strategies (including community engagement);



- 8.2.5 recruitment and retention during the Contract Period;
 - 8.2.6 organisational staffing requirements;
 - 8.2.7 training, personal development and 'setting the right workplace culture';
 - 8.2.8 delivery and any transitioning of ICT and documentation (in accordance with the requirements of **Schedule 2 (Digital)**);
 - 8.2.9 details on the mobilisation of the Property and Facilities Management Services (in accordance with the requirements of **paragraph 11.1.3 (Mobilisation Period) of Schedule 11 (Property and Facilities Management)**);
 - 8.2.10 Prison Industries and (where applicable) resettlement service plans for current and future (in accordance with the requirements of **Part 3 (Prison Industries) of Schedule 1 (Authority's Custodial Service Requirements)**);
 - 8.2.11 operational and quality assurance requirements for the delivery of Custodial Services (in accordance with the requirements of **Part 1 (Custodial Services) of Schedule 1 (Authority's Custodial Service Requirements)**), including the Initial Custodial Services Delivery Plan;
 - 8.2.12 adherence to the National Security Framework (as applied through the Local Security Strategy);
 - 8.2.13 first night, induction and discharge procedures prior to Prisoner arrival;
 - 8.2.14 Third Party engagement;
 - 8.2.15 Ramp-Up;
 - 8.2.16 provision of a safe, secure, and decent environment (safeguarding);
 - 8.2.17 Mobilisation Action Plan; and
 - 8.2.18 any Mobilisation activities provided by the Contractor and included within the Contractor's Proposals.
- 8.3 Not Used.



8.4 The Contractor shall maintain the Mobilisation Project Plan and shall make copies available to the Authority at each Checkpoint Meeting and Stability Threat Assessment Meeting held during the Mobilisation Period. The Authority reserves the right to audit and request additional information regarding any element of the Mobilisation Project Plan from the Contractor at any point during the Mobilisation Period.

9. **INITIAL CUSTODIAL SERVICE DELIVERY PLAN**

9.1 The Contractor shall provide to the Authority the Initial Custodial Service Delivery Plan for submission as part of the Mobilisation Project Plan pursuant to **paragraph 8 (The Mobilisation Project Plan)** (the "**Initial Custodial Service Delivery Plan**").

9.2 The Contractor shall ensure that the Initial Custodial Service Delivery Plan contains:

- 9.2.1 an initial draft of the staff handbook, with plans to refine and finalise it;
- 9.2.2 the dates by which the Initial Operating Procedures are to be delivered to the Authority's Representative as set out in **paragraph 10 (Initial Operating Procedures)**;
- 9.2.3 the Contractor's approach to mobilising public relations procedures;
- 9.2.4 the Contractor's plans to mobilise the OSP Partnership and Enabling Plan, including a list of all expected Partnering Agreements (as well as including those entered into pursuant to **clause 14.6 (Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**);
- 9.2.5 a resourcing plan for the entire Mobilisation Period;
- 9.2.6 the Contractor's plan to mobilise delivery of appropriate work opportunities for certain Prisoners (including in Prison Industries and any other work inside the Prison) (as further detailed in **paragraph 2.2 (Aims and Objectives of Work in Prisons)** and **paragraph 5 (Prisoner Work)** of **Part 3 (Prison Industries)** of **Schedule 1 (Authority's Custodial Service Requirements)**);
- 9.2.7 the 'Annual Employment on Release Plan (applicable only where there is a 'Resettlement' Prison Function);
- 9.2.8 the Contractor's plan to mobilise delivery of at least the minimum number of Work Places (as such term is defined in **Part 3 (Prison Industries)**) of



Schedule 1 (Authority's Custodial Service Requirements)) (as further detailed in **paragraph 5 (Prisoner Work)** of **Part 3 (Prison Industries)** of **Schedule 1 (Authority's Custodial Service Requirements)**);

- 9.2.9 the Contractor's plans to mobilise their proposed incentive and earned privileges scheme (as further described in **paragraph 6 (Performance Management and Incentivisation)** of **Part 3 (Prison Industries)** of **Schedule 1 (Authority's Custodial Service Requirements)**);
- 9.2.10 the Contractor's plan to mobilise the full Purposeful Activities offer to Prisoners, including an update to the details set out in **Schedule 7 (Contractor's Proposals)**;
- 9.2.11 the Contractor's plans to mobilise the delivery of education and embed their overarching strategy for Education Services, Prison Library Services, Prison Industries and Prison Work through the Mobilisation Period;
- 9.2.12 the Contractor's plans to mobilise their Property and Facilities Management Services;
- 9.2.13 the Contractor's initial draft Exit Plan with plans to refine and finalise;
- 9.2.14 the Contractor's plans to mobilise the creation and use of a Regime Forecast;
- 9.2.15 the Contractor's plans to deliver appropriate cyber security engagement prior to the Services Commencement Date; and
- 9.2.16 where applicable, the Contractor's plan to mobilise Prison Industries and resettlement services for current and future Prisoners, including plans to mobilise each purposed industry/service, detailing the approach to reaching steady state, identifying activity arrangements. These plans shall include any relevant updates to the details set out in **Schedule 7 (Contractor's Proposals)**.

9.3 **Approval of the Mobilisation Project Plan**

- 9.3.1 Within twenty (20) Business Days after receipt of the Mobilisation Project Plan, the Authority's Representative shall either:



- 9.3.1.1 issue a certificate (the "**MPP Approval Certificate**") confirming that they are satisfied that the Mobilisation Project Plan (and ICSDP contained within) is in accordance with the requirements of the Contract; or
- 9.3.1.2 issue a notice (a "**MPP Notice of Non-Compliance**") stating that the MPP Approval Certificate has not been issued, specifying the grounds on which the MPP Notice of Non-Compliance is based (provided that such grounds shall be one or more of those set out in **paragraph 2.4 (Grounds for Amendment)** and **paragraphs 4.2.2.1 to 4.2.2.5 (Grounds of Objection)** of **Schedule 17 (Review Procedure)**) and specifying any matters that must be attended to before the MPP Approval Certificate can be issued.
- 9.3.2 Following receipt of a MPP Notice of Non-Compliance, the Contractor shall attend to such outstanding matters referred to in the MPP Notice of Non-Compliance and shall deliver the revised Mobilisation Project Plan to the Authority within ten (10) Business Days after receipt of the MPP Notice of Non-Compliance so that the procedure in **paragraph 9.3.1 (Approval of the Mobilisation Project Plan)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Mobilisation Project Plan are attended to and the MPP Approval Certificate can be issued in accordance with **paragraph 9.3.1 (Approval of the Mobilisation Project Plan)**.
- 9.3.3 If the Parties are unable to agree the Mobilisation Project Plan, the Dispute Resolution Procedure shall apply.
- 9.3.4 Without prejudice to the Contractor's obligations pursuant to **paragraph 5 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until the Authority's Representative has approved the Mobilisation Project Plan.
- 9.4 **Updates to the Mobilisation Project Plan**
- 9.4.1 The Contractor shall:



- 9.4.1.1 for the duration of the Mobilisation Period, produce progress updates ("**MPP Reports**") to the Mobilisation Project Plan each Month for each Checkpoint Meeting no later than two (2) Business Days in advance of each Checkpoint Meeting up to the end of the Mobilisation Period; and
- 9.4.1.2 ensure that the MPP Reports contain details of the Contractor's progress against the Mobilisation Project Plan (and Initial Custodial Service Delivery Plan contained within).
- 9.4.2 The Parties acknowledge that the production of a MPP Report may require the Mobilisation Project Plan (and Initial Custodial Service Delivery Plan within) to be amended. If the Mobilisation Project Plan requires amendment, the Contractor shall:
 - 9.4.2.1 amend the Mobilisation Project Plan accordingly; and
 - 9.4.2.2 issue it to the Authority's Representative for approval,and the procedure outlined in **paragraph 9.3 (Approval of the Mobilisation Project Plan)** shall be repeated until the amended Mobilisation Project Plan is approved by the Authority.
- 9.4.3 Any change to the Mobilisation Project Plan (which shall be a Controlled Document) shall be made in accordance with **Schedule 16 (Change Protocol)**.
- 9.4.4 The Contractor shall maintain the Mobilisation Project Plan and shall make copies available to the Authority at each Checkpoint Meeting and Stability Threat Assessment Meeting held during the Mobilisation Period. The Authority reserves the right to audit and request additional information regarding any element of the Mobilisation Project Plan from the Contractor at any point during the Mobilisation Period.

10. **INITIAL OPERATING PROCEDURES**

The Contractor shall provide to the Authority and the Authority's Representative details of each core operating procedure for each service requirement area contained in the Competition Operator Requirements ("**Initial Operating Procedure**") at least sixty (60) Days prior to the



Services Commencement Date (or, if earlier, the date for delivery specified within the Initial Custodial Service Delivery Plan).

11. **APPROVAL OF OPERATING PROCEDURES**

11.1 Within twenty (20) Business Days after receipt of each Initial Operating Procedure, the Authority's Representative shall either:

11.1.1 issue a certificate (an "**Operating Procedure Approval Certificate**") confirming that they are satisfied that the Initial Operating Procedure in question is in accordance with the requirements of this Contract; or

11.1.2 issue a notice (an "**Operating Procedure Notice of Non-Compliance**") stating that the Operating Procedure Approval Certificate has not been issued, specifying the grounds on which the Operating Procedure Notice of Non-Compliance is based (provided that such grounds shall be one or more of those set out in **paragraph 2.4 (Grounds for Amendment)** and **paragraphs 4.2.2.1 to 4.2.2.5 of Schedule 17 (Review Procedure)**) and specifying any matters that must be attended to before the Operating Procedure Approval Certificate can be issued.

11.2 Following receipt of an Operating Procedure Notice of Non-Compliance, the Contractor shall attend to such outstanding matters referred to in the Operating Procedure Notice of Non-Compliance and shall deliver such revised Initial Operating Procedure to the Authority's Representative within five (5) Business Days after receipt of the Operating Procedure Notice of Non-Compliance so that the procedure in **paragraph 11.1 (Approval of Operating Procedures)** is repeated as often as necessary to ensure that all outstanding matters in relation to the Initial Operating Procedure are attended to and the Operating Procedure Approval Certificate can be issued in accordance with **paragraph 11.1 (Approval of Operating Procedures)**.

11.3 Without prejudice to the Contractor's obligations pursuant to **paragraph 5 (Services Commencement)**, no Prisoner Places shall constitute Available Prisoner Places until all of the Initial Operating Procedures have been approved by the Authority's Representative.

11.4 Once so approved, the Initial Operating Procedures shall constitute the Operating Procedures for the purposes of this Contract and shall be reviewed on an annual basis on every twelve (12) Month anniversary of the relevant date for the provision of such Initial Operating Procedure or as otherwise specified by the Authority in writing.



12. **REPORTING**

12.1 Based on the requirements of **paragraph 15 (Utility (energy and water) Monitoring and Reporting)** of **Schedule 12 (Sustainability)**, and specifically in respect of the Mobilisation Period, the Contractor shall prepare a Monthly Usage Report (as such term is defined in **Schedule 12 (Sustainability)**) regarding utility consumption for each Building forming part of the Prison and the Site during the Mobilisation Period.

12.2 The Monthly Usage Report prepared pursuant to **paragraph 12.1 (Reporting)** shall be made available to the Authority each Month during the Mobilisation Period within fifteen (15) Business Days after the end of the previous Month.

13. **CHECKPOINT MEETINGS**

13.1 Checkpoint Meetings shall aim to ensure all Mobilisation work streams and (to the extent applicable) other service providers (including the Healthcare Provider, Social Care Service Provider and Probation Provider) are on track to deliver the outputs and timescales set within the Mobilisation Project Plan and Assurance Checklist, in accordance with the MPP Reports and provide information and advice to the Authority. Checkpoint Meetings shall not constitute an executive decision-making group and any decisions are made without prejudice to the Authority's rights and obligations under this Contract.

13.2 Checkpoint Meetings shall consider the outcomes of any other meetings held pursuant to this Contract during Mobilisation including those concerning the Healthcare Provider, Social Care Service Provider and Probation Provider pursuant to **clause 14 (Working with the Healthcare Provider, Social Care Service Provider and Probation Provider)**.

13.3 Checkpoint Meetings shall be chaired by the Authority or a representative of the Authority and may be attended by other service providers (including the Healthcare Provider, Social Care Service Provider and Probation Provider) as agreed by the Parties.

13.4 The first occurrence of the Checkpoint Meeting shall take place no later than thirty (30) Days after the Commencement Date.

13.5 Following the first Checkpoint Meeting, each subsequent Checkpoint Meeting shall take place on at least a Monthly basis throughout the Mobilisation Period.

13.6 **Attendance at Checkpoint Meetings**

13.6.1 The Authority shall procure that the first Checkpoint Meeting is attended by a representative of the Constructor and the aim of the meeting shall be to seek an



agreed approach to managing the early engagement and Site handover (including activities relating to the commissioning and fitting of any FF&E in accordance with the Mobilisation Strategy and the Project Interface Document).

13.6.2 The Contractor shall ensure that each Checkpoint Meeting is attended, as a minimum, by the following individuals or representatives of the following parties:

13.6.2.1 the Director and any other persons responsible for Mobilisation;

13.6.2.2 the person responsible for human resources within the Prison;

13.6.2.3 the person responsible for Regime and activities within the Prison;

13.6.2.4 the person responsible for the relationship with drug service providers within the Prison;

13.6.2.5 the person responsible for the relationship with Healthcare Providers within the Prison;

13.6.2.6 the person responsible for the relationship with Social Care Service Providers within the Prison;

13.6.2.7 the person responsible for the relationship with Probation Providers within the Prison; and

13.6.2.8 the person responsible for Property and Facilities Management Services within the Prison.

13.6.3 The Authority shall ensure that each Checkpoint Meeting is attended, as a minimum, by representatives of the following parties:

13.6.3.1 an Authority representative to chair the meeting and set the agenda;

13.6.3.2 the Controller; and

13.6.3.3 the Constructor.



13.6.4 As a minimum, the Checkpoint Meeting agenda shall cover progress against the Mobilisation Project Plan (including the ICSDP), and progress against the following contractual obligations:

13.6.4.1 Operating Procedures;

13.6.4.2 Contractor's key personnel (as set out in **Schedule 6 (Contractor Key Personnel)**);

13.6.4.3 Equipment Register;

13.6.4.4 Built Environment and M&E Assets Condition Verification Report (including any construction manuals, BIM system documentation and warranties in respect of the Built Environment and M&E Assets); and

13.6.4.5 Contractor's Staff (pursuant to **clause 36 (The Contractor's Staff)**, in particular **clause 36.11 (Sufficient Contractor's Staff)**).

14. **STABILITY THREAT ASSESSMENT MEETINGS**

14.1 Stability Threat Assessment Meetings aim to ensure the Contractor is supported during the Ramp-Up Period in accordance with the Ramp-Up Timetable whilst maintaining a safe, decent and secure environment.

14.2 Each STAM shall:

14.2.1 be chaired by a representative of the Authority;

14.2.2 take place at least quarterly (every three (3) Months) throughout the Ramp-Up Period; and

14.2.3 monitor the stability and safety of the Prison during the Ramp-Up Period drawing upon whichever metrics and information are deemed relevant by the Authority.

14.3 The Contractor shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:

14.3.1 the Director; and

14.3.2 the individual in the Prison responsible for security.



14.4 The Authority shall ensure that each STAM is attended, as a minimum, by the following individuals or representatives of the following parties:

14.4.1 an Authority representative to chair the meeting; and

14.4.2 the Controller.

14.5 Pursuant to **clause 19.1 (Built Environment and M&E Assets Condition Verification)** the Contractor shall inspect the Built Environment and M&E Assets at the Prison and Site and shall no later than ten (10) Days after such inspection provide to the Authority's Representative the Built Environment and M&E Assets Condition Verification Report.

15. **CONTRACTOR'S STAFF INFORMATION**

15.1 Pursuant to **clause 13.5.1 (Contractor's Staff Information)**, at least ninety (90) Days prior to the Services Commencement Date, the Contractor shall submit to the Authority's Representative:

15.1.1 the names of, and such other information as the Authority's Representative may require about, the proposed members of the senior management of the Prison and all other persons requiring certification or approval, as specified in **clauses 35 (Certification as Prisoner Custody Officers)** and **36 (The Contractor's Staff)**; and

15.1.2 any other evidence reasonably required by the Authority's Representative to demonstrate that the Contractor is and will be capable of providing sufficient properly trained and certified Contractor's Staff,

together the "**Contractor's Staff Information**".

16. **AUTHORITY PACKAGE OF SUPPORT**

16.1 The Authority has agreed to make available, at the Contractor's request, certain packages of support (as further described in the Data Room document entitled 'APOS Offer for New Prisons' (the "**APOS Offer**")) (each an "**Authority Package of Support**" or "**APOS**"). These are:

16.1.1 Priority Access to "FOCUS: Foundations of Custodial Success" Training Package (as further set out in the APOS Offer).

16.2 **APOS Charging Policy**



The Contractor shall pay the Authority for the use of APOS as follows:

- 16.2.1 The Contractor shall pay the Authority or its sub-contractors for any use of APOS, set out in **paragraph 16.1 (Authority Package of Support)**, in accordance with the relevant charges and invoicing terms as set out in the APOS Offer.



Appendix 1 – Mobilisation Strategy

The Mobilisation Strategy is set out overleaf.

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Appendix 2 – Project Interface Document

The Project Interface Document is set out overleaf.

For the purpose of this Appendix 2, unless the context otherwise requires the term "Operator" means the Contractor and the term "HMPPS" means the Authority.

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